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#### DELAWARE DEPARTMENT OF TRANSPORTATION

# REQUEST FOR COMPETITIVE SEALED PROPOSALS



**CONTRACT No: 1518** 

# International Fuel Tax Agreement (IFTA) E-Credentialing SYSTEM, SOFTWARE, and IMPLEMENTATION

PROPOSAL DUE DATE/TIME: January 13 January 20, 2010 3:00 PM (local time)

PRE-PROPOSAL MEETING (optional): December 8, 2009 2:00 PM (local time)

Competitive Sealed Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19901 until **3:00 PM** local time on proposal due date shown above.

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#### REQUEST FOR COMPETITIVE SEALED PROPOSALS

# International Fuel Tax Agreement (IFTA) E-Credentialing SYSTEM, SOFTWARE, and IMPLEMENTATION

#### I. OVERVIEW AND AUTHORITY

#### A. Purpose

The International Fuel Tax Agreement, known as IFTA, is a base jurisdiction fuel tax agreement among jurisdictions to simplify the reporting of fuel taxes by interstate motor carriers. Upon application, the carrier's base jurisdiction issues credentials that allow the IFTA carrier to travel in all IFTA jurisdictions. The IFTA carrier is responsible for filing a quarterly tax return containing detailed operations in each member jurisdiction to their base jurisdiction. Delaware became a member of IFTA on July 1, 1996.

This Request for Competitive Sealed Proposals (CSP) is issued by the Delaware Department of Transportation (hereinafter designated as 'Department') for its Division of Motor Vehicles' International Fuel Tax Agreement (IFTA) Licensing Office.

The purpose of this CSP is to solicit two separate proposals relating to our IFTA requirements;

- 1. Acquisition and implementation of an information technology solution to replace an existing IFTA Registration client server (PowerBuilder) based application (e-Credentialing). This proposal is required.
- 2. Acquisition and implementation of the above with an integrated IFTA Tax e-Filing solution (e-Filing). This proposal is optional.

The IFTA e-Credentialing solution is the primary focus of this CSP. After review of the proposals, the Department will decide if it is in the best interest of the Department to also procure the e-Filing solution with the e-Credentialing solution. The e-Filing solution may be procured immediately from the selected e-Credentialing vendor, or at any time within five (5) years after implementation of the e-Credentialing solution.

The Department will give strong preference to existing off-the-shelf programs, recognizing that some customizations will be required. The e-Credentialing solution is intended to be accepted and implemented before December 2010, and includes five (5) years on-going maintenance and support.

The e-Credentialing application must fulfill compliance requirements for the CVISN, IFTA, and other federal programs.

The Department is seeking a qualified vendor to provide software and implement an IFTA e-Credentialing system that supports the sharing and updating of common information among the Department's commercial vehicle information systems, such as; CVIEW (Commercial Vehicle Exchange Window). The e-Credentialing solution must include an interface for our current IFTA Quarterly Tax Filing and Tax Payments system provided by RPC (developed and maintained by Regional Processing Center, NY).

This application shall enable the Department to; (1) Meet the needs of its Motor Carrier customers; (2) Provide the state's motor carriers with an electronic means of sending and receiving information and payment; (3) Effectively meet its obligations, allowing easy and timely payments to other jurisdictions participating in IFTA; (4) Meet a core requirement for the CVISN program compliance; (5) Improve internal efficiency and effectiveness; (6) Enhance its Audit and Compliance activities; and, (7) Participate in Delaware's E-Government initiatives.

#### B. Intent

These specifications are intended to provide business and technical requirements that require advanced, true web technology and a relational database in the design, development, and implementation of an IFTA e-Credentialing System with interfacing modules for the quarterly tax applications, and Delaware specific CVIEW software. The Department intends to purchase or license a true web-based software package, implementation, and five (5) years on-going maintenance services that shall replace the current client-server based IFTA-Registration application, and possibly the current IFTA Tax Filing application. The new e-Credentialing application shall also support "Cash Management/ Payment processing" and "Audit" requirements. This system shall then be integrated with other applications to provide comprehensive information to other divisions, state, and federal agencies.

#### C. Scope

This document contains information relating to the procedural requirements in the preparation of proposals to the Department, and performance requirements for the selected vendor.

#### D. Authority

This Request for Competitive Sealed Proposals is issued pursuant to 29 <u>Del C</u> §6924.

#### E. Inquiries

Should proposer have any questions as to the intent or meaning of any part of this proposal, they must contact the Department prior to **December 31, 2009** to guarantee a reply is issued prior to proposal submission. Questions and answers will be shared with all proposers. All inquiries concerning this CSP must be submitted to the following individual, no other Department employee may be contacted and responses from any other person shall have no effect on this solicitation:

Jim Hoagland, Contract Administration
Delaware Department of Transportation
800 Bay Road
Dover, Delaware 19901
(302) 760-2036
Jim.hoagland@state.de.us

#### II. BACKGROUND INFORMATION

#### A. Department Organization

The Delaware Department of Transportation is in close communication with jurisdictions that share common interstate roadways and regional corridors with

Delaware. It has a team of transportation professionals using state of the art technology and dedicated to ensuring the safety and clear passage of travelers through the State of Delaware and beyond. The Department is organized into the following divisions: Technology & Support Services, Planning, Finance, Transportation Solutions, Maintenance and Operations, Human Resources, Public Relations, Delaware Transit Corporation, and the Division of Motor Vehicles (DMV). This solicitation shall involve personnel from the Division of Motor Vehicles, Planning, and Technology & Support Services.

Driver Licensing, Vehicle Titling and Registration, and Transportation Services are all part of the Division of Motor Vehicles (DMV). Transportation Services is responsible for the collection of taxes paid on motor fuels consumed in licensed (or subject to be licensed) motor vehicles within Delaware, Commercial Motor Carrier multi-state registration and road use taxation, fuel transaction data collection, retail station compliance, Dyed Diesel Fuel inspections, and Oversize/Overweight vehicle permitting. Transportation Services has approximately 17 users in its Dover and New Castle locations. Currently, Transportation Services maintains approximately 1500 active apportioned motor carrier accounts with approximately 5,000 vehicles. They anticipate 10% to 50% of customers shall use the Internet to process supplements, renewals, review account information, and decal information using the new web based IFTA e-Credentialing application.

Planning leads the collaborating effort to develop the Long Range Transportation Plan that addresses transportation principles, policies, actions and performance measures. It maximizes transportation choices for Delaware residents and visitors by providing cost effective, economical growth and development of transportation opportunities and is responsible for administrating the State's Weight Enforcement programs, Commercial Vehicle Information System network (CVISN) and Performance and Registration Information Systems Management (PRISM) programs.

The Office of Information and Technology (OIT) is part of the Technology & Support Services division. Its primary responsibility is to support the Department's information technology including; application development, implementation and maintenance, management of network operations, processes, mobility, use, and the physical state of the network.

#### B. Overview of Current IFTA Licensing System & Process

IFTA licensing is currently processed in the "IFTA Registration" system, a State maintained PowerBuilder client server based application. IFTA Registration system processes new IFTA licenses, renewals, supplements, and issues IFTA decals. The IFTA staff currently tracks IFTA fees, tax payments, trip permits, and other financial related information using an Excel spreadsheet, which as part of this CSP needs to be replaced with the new system. The IFTA staff currently enters IFTA Tax Return information into a separate system, developed and maintained by the RPC.

- The current system utilizes PowerBuilder v10, and an Oracle v10G database.
- IFTA registration applications are received via mail, fax, and walk-ins.
- There are approximately 17 internal IFTA system users.

Please visit the following website for additional information:

http://www.deldot.gov/mfta/index.shtml

#### III. CONTRACT REQUIREMENTS

#### A. Formal Contract

The successful firm shall promptly execute a contract that shall incorporate the terms of this CSP within twenty (20) days after award. The successful firm is not to begin any service prior to receipt of a Notice To Proceed (NTP) from the Department. The proposals submitted by the successful firm become a part of the contract.

#### B. Funding, Approvals

All work under the contract is subject to available funding and required approvals.

#### C. Performance Bond

The successful firm must furnish a Performance Bond in the amount of 100% of their proposal value made payable to the State of Delaware and prepared on an approved form as security for the faithful performance of the contract. The surety thereon must be such surety company or companies as are acceptable to the State of Delaware and are authorized to transact business in this State. Attorneys-in-Fact who sign proposal bonds must file with each bond a certified copy of their power of attorney to sign said bond.

Performance bond is required until final acceptance of the system. A release date will be determined by the Department.

#### D. Intellectual Property

#### 1. Custom Software

The successful firm shall deliver all custom software as machine readable source files, and linkable or executable modules, in addition to installed and operating copies of the programs (baseline software or hardware configuration shall not be created such that only they could change).

The successful firm shall identify the tools and hardware required for the modification and compilation of all provided software programs.

The successful firm shall not create software that only they could modify.

The successful firm shall not place any legend on the custom software, which restricts the Department's rights in such software.

#### 2. Source Code

The successful firm is to deliver source code for all Custom Software programs developed under this contract with all support resources needed to edit, compile and link these programs on the Department's network (Custom Software developed to enhance existing COTS software to conform with minor aspects of this CSP is not included, but must be included in the escrowed source code).

The successful firm is to deliver all documentation concerning protocol for Custom Software, source code, program listings, and description of software infrastructure, system architecture, database design, procedure manuals, hardware utilization, and instructions necessary to convert the source code into an operational system.

The State of Delaware's information processing systems are subject to periodic audits by state and federal entities.

#### 3. Licensing

The successful firm shall include provisions for the Department to receive in an escrow account; the source code, system documentation, and other related information for any licensed products so that upon the failure or demise of the firm's company, the Department has access to such information. An Escrow Agreement must be executed with the successful firm. An execution date will be determined by the Department. Escrow costs shall be borne by the Department.

The successful firm shall transfer to, or purchase for the Department, licenses to software acquired in conjunction with this project, including all original media, documentation, warranties, licenses, and applications software.

#### 4. Ownership

In the event that Custom Software development is required, the Department shall own the entire rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to the custom software development documentation, software, and any other intellectual properties created for custom software and versions thereof, and all works based upon, derived from, or incorporating works thereof, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the custom software and copyrights arising there from, and in and to all rights corresponding to the custom software and versions thereof. Custom Software developed to enhance existing COTS software to conform to minor aspects of this CSP is not included, but must be included in the escrowed source code. The Department shall retain ownership of all test, production, and historical data produced by the proposed system.

#### 5. Copyright

The successful firm shall not assert rights at common law or in equity or establish any claim to statutory copyright in any material or information developed in performance of the services authorized. The Department shall have the right to use, reproduce, or distribute any or all of such information and other materials without the necessity of obtaining any permission from the firm and without expense and charge.

#### 6. Warranties

The successful firm shall warrant each deliverable for a period of 180 days after the system is fully implemented and accepted. During the warranty period, the firm shall be responsible for correcting any defects causing any portion of the system to be inoperable or any defects resulting in inaccurate results produced by the system, when the system is used in accordance with the product documentation provided by the firm and without extraordinary actions on the part of the Department or its users. Such defects shall be localized and reproducible upon demand and if found to be contained in the system delivered by the firm shall be corrected to the satisfaction of the Department at no cost to the Department. The Support and Maintenance requirements referred to in APPENDIX B shall also be in effect during the Warranty Period.

The successful firm warrants that the services, and all parts thereof, shall be; (a) performed by the firm, it's employees and subcontractors, utilizing the skill, judgment, and attention of experienced and competent professionals having extensive experience in the performance of the services; (b) consistent with the technology and other practices expected from similar firms of national reputation performing services of a similar nature; (c) conducted in a safe, prudent, careful, and workmanlike manner; and (d) conformed to the standard of care expected from similar firms of national reputation performing services of a similar nature. The firm further warrants that any documents, computer disks, printouts, plans, layouts, or other items provided under the Contract Documents, whether by the firm or its subcontractors, shall be free from any and all claims, demands, encumbrances, security interests and liens, and that the firm shall defend Department's title thereto.

#### E. Contract Terms

The following contract terms shall be included in the successful firm's contract with the Department:

#### 1. Hold Harmless

The successful firm agrees that in the event it is awarded a contract, it shall indemnify and otherwise hold harmless the State of Delaware, its agents and any employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm's, its agents and employees' performance of work or services in connection with the contract. In meeting this obligation the successful firm shall secure and furnish the Department a certificate of insurance evidencing regular Liability, Property Damage, Worker's Compensation, and Automobile insurance coverage from an insurance company authorized to do business in the State of Delaware. The minimum amounts of coverage for property damage and personal injury shall be \$1,000,000 combined single limit. The Department shall also be named a certificate holder on the certificate of insurance for professional errors and omissions coverage for the work to be performed under this contract. The insurance company shall be authorized to do business in the

State of Delaware. The firm shall provide the Department with 30 days written notice in the event the policy is cancelled or not renewed.

The successful firm shall indemnify, defend, and save harmless the State of Delaware and the Department, their agents, officers and employees from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys arising out of or resulting from any adjudication by a third party against Department holding that any services performed under this contract infringe a copyright or other intellectual property right or violate a trade secret.

#### 2. Discrimination

In performing the services subject to this CSP the successful firm agrees that it shall not discriminate against any employee or applicant for employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, or national origin. The successful firm shall comply with all federal and state laws and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this provision constitutes a material breach of contract.

#### 3. Certification

The successful firm shall certify that it has not employed or retained any company or person other than a bona fide employee working for the successful firm, to solicit or secure the contract and that he has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making this contract. For breach or violation of certification, the Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. Notwithstanding anything in the errors and omissions policy to the contrary, the standard of performance with which the successful firm must comply is that degree of care and skill ordinarily exercised under similar conditions by other like firms currently practicing in this field.

#### 4. Contract Termination

The Department may terminate the contract at any time upon written notice to the firm. In that event, all finished or unfinished documents, data, studies, drawings, maps, models, photographs, source code, reports, or other material prepared by the firm in the performance of the contract shall, at the option of the Department, become Department property, and the firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Department.

#### 5. Contract Documents

This CSP, the executed Contract between the Department and the successful firm, and the firm's proposal to the Department, shall constitute the Contract between the Department and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents govern so that the former prevails over the later: Contract, then CSP (including written questions and answers; and selected Vendor's demonstrations), then firm's proposal. No other documents shall be considered. These documents contain the entire contract between the Department and the firm.

#### 6. Laws of Delaware

The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

#### 7. Business License

The successful firm must have a valid Delaware business license in order to receive payment for services.

#### 8. Contract Scope

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not hereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

#### 9. Employee Solicitation

The successful firm shall not solicit any Department employee or contractor for employment during the period of this contract.

The successful vendor shall not engage on this project on a full-time, part-time or other basis during the period of this contract any retired or former employees of the Department without the written consent of the Department. The vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this contract so that such provisions shall be binding upon each subcontractor, provided that this shall not apply to subcontracts for standard commercial supplies or raw materials.

#### 10. Contract Work

Should the successful firm fail to furnish any item or items, or fail to complete the required work included in the contract in an acceptable timeframe, the Department reserves the right to withdraw such items or required work from the operation of the contract without incurring further liabilities on the part of the Department.

If the Department finds that the successful firm has made errors in completed project deliverables such that the deliverable is not accepted by the

Department in accordance with the criteria specified, the firm shall make such revisions as necessary. The Department's project manager shall make this determination. The firm shall correct the errors so that the deliverables are acceptable to the Department's project manager. The errors shall be corrected without cost to the Department.

If the Department and the successful firm agree that any work not identified in the original scope of work, but integral to this project needs to be performed, a proposal shall be prepared by the firm. The amount of hours and cost of the additional work shall be agreed to by the Department and the firm. The contract shall be amended to include the proposal and the Department's acceptance.

#### 11. Disclosure, Confidentiality

The contract shall include disclosure provisions prohibiting the successful firm from divulging any information attained during the work activities for the Department. Every team member of the successful firm that shall require access to the State of Delaware or Department networks must sign and comply with the computer acceptance use policy, security and confidentiality policy.

#### 12. Payment Terms

Payments will be authorized upon completion of pre-approved project milestones. The Department must concur and certify satisfaction of each milestone prior to payment authorization. Lodging and subsistence shall be paid, with prior approval, at actual cost but not to exceed the U.S. General Services Administration maximum CONUS (Continental United States) Per Diem rates. Other pre-approved expenses shall be paid at actual cost. Invoices shall be paid within 30 days of approval.

Procurement of any goods, services or documents not specifically listed in the contract shall require prior written approval from the Department. Non-salary direct costs are subject to audit review upon completion of the project.

The successful firm shall provide a spreadsheet to accompany each billing. The information reported shall be on a cumulative basis with each invoice submitted for the duration of the contract and shall include, but not be limited to, the task or milestone, a brief description of the assignment, explanation of expenses, amount billed to-date for each milestone and expenses, and the amount of funding remaining under the existing contract limit. A standard invoice format shall be provided by the Department.

The successful firm must provide sufficient billing documentation to allow the Department to properly code expenditures, and provide sufficient documentation and audit trail to comply with any federal grant reimbursements.

#### 13. Access to Records

The successful firm shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this contract and make

such materials available at its offices at all reasonable times during the period of this contract and for a minimum period of three years after final payment by the Department and shall make the material available upon request for inspection and audit by the Department or by the Federal Agency.

#### IV. SYSTEM REQUIREMENTS

#### A. Requirements Overview

At a minimum, the proposal submitted must describe a true web-based application that shall process IFTA related information for the State of Delaware. The motor carrier customer profile and related information shall be captured and tracked. This information shall be retrieved, updated, or interfaced using web services with other applications such as RPC and CVIEW. The proposed software solution must provide an electronic means for sending and receiving data and payments by internal and external entities. Software solutions shall provide secure access for DMV, the motor carrier industry, and other department partners.

#### B. Functional Requirements

For implementation of IFTA e-Credentialing, the successful vendor shall provide an application that shall process IFTA related information. The system also shall accommodate Department specific requirements based on the State of Delaware laws, statutes, rules, and office procedures provided by the Department.

The successful firm must ensure the proper and continuing functionality of IFTA license processing with other integrated or interfaced components for Federal programs such as CVISN. The successful firm must keep abreast with changes to the Federal rules, regulations, provisions, and compliance requirements for the directly and indirectly integrated components of those Federal programs and make necessary modifications to the software so the Department will stay in compliance with all aspects of these Federal Programs at all times. The successful firm shall notify Department of the federal changes and shall make necessary modifications to the software during the development, implementation, and maintenance phases.

#### C. Compliance with IFTA

The new application must satisfy all current and future IFTA agreements, provisions, and mandates. The Department must stay in compliance with all aspects of the International Fuel Tax Agreement.

The e-Credentialing system shall perform the basic functions: track customer information, application processing, generate reports, IFTA decal processing, payment processing, and credential issuance, account management, transmittals for non-clearinghouse jurisdictions, basic audit management, and quarterly tax filing and payment processing interface with the current RPC Application.

The e-Credentialing system must also support "Cash Management/ Payment processing" and "Audit" requirements, including but not limited to the following:

Provide Financial / Payment Management functionality that allow DMV IFTA staff to manage and produce reports for the daily and monthly financial transactions for all IFTA related payments including jurisdictional transmittals. This functionality shall include collecting and tracking of the cash, check, credit card, and ACH payment types for all IFTA transactions.

An Export to Excel (or similar functionality) from the e-Credentialing system that allows DMV Audit staff to export (download) "Tax Return Information" for "Audit Preparation". (Currently, IFTA Tax Return and tax payment information are received from RPC, NY using RPC Application and SFTP process).

An Import from Excel (or similar functionality) to the e-Credentialing system that allows DMV Audit staff to import (upload) modified "Tax Return Information" from the field audit. Compute an audit billing based upon the audited mileage and fuel to include additional tax, interest, and penalty due.

#### D. Compliance with CVISN Program

Delaware is a member of the CVISN program; the new application must be flexible enough to expand its functionality in conformance with emerging standards and protocols being developed under CVISN architecture. In order to efficiently and effectively participate in electronic screening, electronic credentialing, and safety information exchange, the systems that are used for these purposes need to be integrated. Part of electronic credentialing, screening, and roadside safety information exchange functionality shall be implemented using the CVIEW interface.

#### E. Interfaces with Delaware Specific Applications

The successful e-Credentialing vendor must use web services to interface or integrate with Delaware Specific Applications such as Oracle Access Manager (OAM), CVIEW, Govolution, IFTA, and RPC.

The IFTA e-Credentialing application will need to interface with the following Delaware specific applications:

- 1. RPC: The IFTA-RPC system; the New York based Regional Processing Center (RPC) for IFTA Tax Return related information. This will be a two-way interface, requiring a nightly feed from IFTA to RPC, as well as a nightly feed from RPC to IFTA. Data transfer may utilize secure file transfer protocol (SFTP). Transmittals for non-clearinghouse jurisdictions need to be supported. Specifications shall be made available prior to the start of this project task. The successful vendor will work with Department personnel and RPC personnel to define, design, and implement this interface.
- 2. IFTA-CVIEW: The State of Delaware will use CVIEW software to send / receive motor carrier related information to/from federal systems. IFTA and IRP related information will be used to validate data entry in the new application. Specifications shall be made available prior to the start of project. Iteris Inc., the Department's CVIEW vendor, Department personnel, and the successful IFTA e-Credentialing vendor shall work together to define, design and implement these interfaces.

- 3. IFTA OAM/IAM: State of Delaware utilizes Oracle Access Manager / Identity Access Management (OAM/IAM) module, Oracle for secure access for both internal State users as well as external general public users via the internet. Specifications shall be made available prior to the start of project task. The successful vendor will work with Delaware personnel to define, design, and implement this interface.
- 4. IFTA E\_Payment: The new application shall use the State of Delaware's E\_Payment web service to process credit card and ACH (Automated Clearing House) payments. API's exist that can be called for credit card and ACH transaction authorization. The Department is using Govolution software to process credit card and ACH payments. Specifications shall be made available prior to the start of this project task. The successful vendor shall work with Department personnel and Govolution personnel to define, design, and implement this interface.
- 5. IFTA-IRP: If Department decides, the new application may be interfaced with the State of Delaware's International Registration Plan (IRP) Application. If necessary, an interface will be developed using web services to validate IRP status, outstanding payment due etc. for the common (IRP & IFTA) motor carriers. If decided, Explore Information Services, the Department's IRP vendor, Department personnel, and the successful IFTA e-Credentialing vendor may work together to define, design and implement these interfaces.

#### F. IFTA Tax e-Filing Solution (e-Filing)

The Department may select a vendor with an integrated IFTA Quarterly Tax Return e-Filing and payment processing system, replacing the Departments use of the RPC system. A separate quotation consisting of the e-Credentialing and integrated e-Filing system has been requested for this purpose.

If an integrated e-Filing solution is offered, it must meet, at a minimum, the following requirements: it shall provide "Online IFTA e-filing" functionality to motor carriers and the state personnel. It shall process IFTA quarterly tax returns and payments. It shall interface with IFTA Clearinghouse and IFTA, Inc. to send and receive information including reports.

It shall comply with the IFTA Agreements in the licensing and processing of quarterly fuel tax returns and audit program requirements. Currently, IFTA Tax Return data resides on the RPC. Therefore, existing tax data would need to be converted to the new system.

## V. INFORMATION TECHNOLOGY REQUIREMENTS:

#### A. General Information

The new system shall comply with Delaware's all IT standards. All applicable State IT standards will be supplied as needed.

The proposed solutions must provide a single point of data entry and incorporate the State of Delaware's common look and feel graphics standard. It shall have comprehensive and user friendly help instructions that include online help at the page

level. Interfaces and other data extracts or data transfer files shall use Extensible Markup Language (XML) format, web services and secure file transfer protocol. Application shall meet Federal standards for American Disability Act, section 508, for more detail, go to W3C's Accessibility guidelines <a href="http://www.w3.org/TR/WCAG10-HTML-TECHS/">http://www.w3.org/TR/WCAG10-HTML-TECHS/</a>.

Proposal must specify in detail, through diagrams and narratives, all components of the proposed system's technical architecture model. Include in this section, from end-to-end (and module by module if necessary because of differences or complexity of detail) each piece of hardware, each network connection, each tier (user workstation, firewall, wide area network, Web server, application server, data server, other middleware tiers), and each piece of software required for the architecture model. The system shall have the ability remote monitoring and administration.

Proposal must specify the minimum recommended workstation configuration including CPU, memory requirements, disk space, and operating system and any additional hardware and software required to run the application proficiently. The proposal must indicate where substitution can be applicable. Also include product names, specific vendors, and versions of the products. The Department prefers to have the flexibility to substitute standard hardware platforms, operating systems, application servers, data servers, etc. where feasible.

Internal and external users such as Department personnel, Motor Carriers, other divisions, state and federal agencies shall access this application including view reports and data online in a secure environment with the option to produce hardcopy. Proposal must specify in detail the security and methodology to access the web-based system for both internal and external users. Proposal must include any similarities and differences between intranet / state users and Internet / non-employee users. Proposal must include how the system shall protect and secure the data and the business of the Department from external users over the Internet. The system shall incorporate role based security, providing external users secure access to their information only, using the State's secure single sign-on technology.

#### B. Data Security and Ownership

Every team member of the successful vendor that requires access to the State of Delaware network must sign and comply with the state computer Acceptable Use Policy. Every team member who accesses data must comply with information confidentiality, privacy, and security policy.

Although the system will incorporate the State's OAM (Oracle Access Manager) platform for user login, the system shall provide security authentication and authorization mechanisms of its own. The authentication framework should secure both web-based access and web services. Web service authentication utilizing the same authentication scheme, but extended for web services. Provide web service authentication, authorization, and session management services. The Department shall maintain access rights.

The system should provide the ability to track changes made to data on the system, the dates, and ID of user who worked on a transaction and what fields were modified.

The Department has implemented Secure Socket Layer Virtual Private Network (SSLVPN) technology to secure and protect information across public and private (state) networks. IFTA e-Credentialing System will reside within the State's secure a Demilitarized Zone (DMZ) and the Department's firewall.

System must be developed using true, advanced web technologies. Vendor shall develop IFTA e Credentialing system and its components at their office location and distribute the application on the state's hardware. Successful vendor shall access test and production application(s) using SSLVPN remote login to maintain the software.

All servers for IFTA e-Credentialing software shall reside in one or more DMZs on the State's network.

Some data or information is considered "Private or Confidential"; these data types must be protected during transport across the network and also in database files. The system should provide encryption for confidential transactions between the web browser and server and from server to server.

The Department shall host the web based application and shall retain ownership of all test, production, and historical data produced or converted by the proposed system or any other means.

#### C. Data Conversion

The successful vendor shall be responsible for the data upload to their system. The Department shall provide record layouts and access to all data files needed to convert data from the existing IFTA legacy system.

The proposer must specify all details of the data conversion schedule including data conversion plan, performing the actual data conversion, tracking and correcting conversion problems, data massaging, data mapping, and data validation. The successful vendor shall work with Department personnel to accomplish this task.

#### D. Testing and Acceptance

The successful vendor must develop a complete testing and acceptance plan for approval by the Department.

The successful vendor shall develop testing scripts that shall be submitted for approval to the Department.

The successful vendor shall provide updated user manuals prior to the testing and user acceptance phases of this project.

The successful vendor shall provide an efficient way to capture and track all errors occurring during testing and production environment setup, system implementation, data conversion, unit testing, system testing, and training but not limited to these tasks. All errors, their resolutions and alternative proposed solutions should be logged, maintained, and provided to the Department.

#### E. Training Requirements

The successful vendor shall develop and prepare a training curriculum and user manual, and provide hands-on training. The user-training manual shall include but not be limited to the following: explanation, instructions, and data entry of sample cases, error corrections, edits, screen shots, sample reports, and all associated interfaces.

Various types of training such as End User training, System Administration training, DBMS training, and ad-hoc report writing training shall be provided to appropriate personnel. The training plan should include required skill levels of the participants. The plan should include any preparatory work that the Department shall be responsible for including; setting up training environment (room and hardware), implementing software, creating database(s), student ids, etc. prior to the vendor conducting the training.

The successful vendor shall develop a training plan that specifies the approach and the steps to be taken to ensure necessary skills and abilities are learned by Department personnel to operate the application.

The plan shall include timing of training and knowledge transfer efforts and the steps that they shall take to verify that required knowledge has been transferred and retained (tracking and monitoring the effectiveness of the training).

The successful vendor shall be responsible to train Department personnel; approximately 17 users shall be trained.

#### F. System Administration and Disaster Recovery

Any proposed solution must be recoverable. The State of Delaware's information processing systems are capable of being recovered at "hot sites" or disaster recovery sites. Any proposed solution must document the critical resources that must be recovered in the event of disaster that would prevent system processing either in the batch or online environment. The system should support failover redundancies and swapping of critical system components and critical data of all system components.

The successful vendor must also document the plans and strategy for that recovery process, including: performing a risk analysis, performing a business impact analysis to determine which data and functionality are most critical and should therefore be recovered immediately, and identifying the minimum resources required for immediate recovery including facility parameters, equipment, system software, associated interfaces, data, personnel and time.

Successful vendor shall be required to participate in the "Disaster Recovery Testing" process.

#### G. System Documentation

The successful vendor is responsible for proper system documentation. All system documentation shall be comparable to industry standards and shall be provided in electronic format on CDs or DVDs (two sets) and one bound set of paper copy.

The system documentation shall be created using standard tools such as Microsoft Word, Excel, Visio diagrams or Data Designer such as TOAD, ERWIN. The successful vendor shall provide current (up-to-date at the completion of the task) system documentation that shall include, but not be limited to the following:

A detailed Entity Relationship diagram, high-level application data flow charts, high-level application design and information processing functional flow charts shall be provided by the success vendor. For interface and batch jobs – order/ sequence of

program execution diagram for successful and unsuccessful job completion. Provide detailed security architecture document and diagram.

Data Dictionary shall include but not limited to the following: Table names, Description, layouts with field name, field description, synonyms, primary and foreign keys, field type, field format, compression, and cross references.

Programmers Guide shall include program names, description, and functions they perform, types, external calls - called by and called from.

System Configuration and Implementation Guide shall include "Configuration and implementation" set up procedures and hardware requirements. Provide very detailed information and steps to be taken to implement and maintain all components of the application. Provide technical bulletins and upgrades to the vendor created system manuals. Provide installation, system administration procedures, ongoing maintenance, fine tuning instructions, and error code instructions.

Batch Job Submission / Scheduling document shall include program run time schedule and sequencing information and completion / error report and actions required in case of unsuccessful completion of the process in midstream. (Applies: if application has a batch job or batch jobs). Interface specifications and parameters.

Users / Training Guide shall follow an industry standard that can be used as a User's Manual.

Reports Manual shall include name of the report, description of the report, parameter(s) needed to submit them, report layout and program name / id that was used to create it. Report manual shall be comparable to industry standard.

#### H. Application Availability and Performance

The Department's normal working hours are 8:00 A.M. to 4:30 P.M. local time, Monday through Friday, except Wednesday's from 8:00 AM to 8:00 PM (Transportation Services only, not all of DMV). The system shall provide the ability for Internet users and Department personnel to have access to the system 24 hours per day, 7 days per week except for scheduled downtime for maintenance and backups.

The application must have acceptable performance and response time (should be within four (4) seconds for a transaction completion) throughout normal over-the-counter working hours to facilitate quality customer service. It cannot negatively affect performance of the current on-line response time or the batch processing of the data processing systems that are supported on the Department's and State of Delaware's network.

#### I. Project Management Requirements

The successful vendor must provide a comprehensive project work plan which includes a minimum of the following: project tasks, milestones, critical path, task start and end dates, appropriate resources to accomplish each task, budget expenditures, deliverables, constraints, and assumptions. The plan must include Planning, Design, Development, Data conversion, System Testing, Implementation, Application Training, Documentation, and Data Archive tasks / phases.

Department shall provide a Technical Team consisting of a Project Manager / Project Leader, Network, Hardware, and Database Administrator to assist with Project Planning,

Implementation, and data conversion. The Department shall also provide functional subject matter experts to assist with functional requirements, training and testing of the software. Department shall review and approve the "Project Plan". Project Management Requirements are described in **APPENDIX A**.

#### J. Support and Maintenance Requirements

The successful vendor must provide personnel and software necessary to ensure the IFTA e-Credentialing system is operating within performance levels that are approved by the Department. The successful firm shall maintain the software and operation in a manner described in the contract documents for a period of five (5) years after completion of initial production implementation warranty period of 180 days. Support and Maintenance requirements are described in **APPENDIX B**.

#### K. Department's Responsibilities

The Department's responsibilities shall include providing:

Hardware for the new system, operating system software for the new system, workstations and equipment to access the new system, training facilities, and project oversight.

If any work that has not been identified in the original scope of work, but needs to be performed, the Department shall create a contract addendum for the successful vendor to provide cost and time estimates. The estimation requires the Department's approval. Contract addendums must be approved before work outside of the original scope can be performed.

#### VI. PROPOSAL REQUIREMENTS

#### A. Registration, Communication, Joint Venture Submissions

There is no requirement to register with the Department in order to submit a proposal.

All communications by the Department to the proposers shall be made via e-mail.

Joint venture submissions will not be considered. Joint venture, for the purposes of this CSP, is defined as two or more companies joining together to create one legal entity. Each proposal must be submitted by a prime proposer, who will be legally responsible for all aspects of the proposal. The prime proposer may have subcontractors and sub-consultants who provide portions of the work product, but the prime proposer retains responsibility.

#### B. Pre-proposal Meeting

A pre-proposal meeting will be held on **December 8, 2009 at 2:00 PM (local time).** The meeting will be held at the Department's Administration Building located at 800 Bay Road, Dover, DE 19901. The Department will discuss details of the project and answer any questions. The meeting is not mandatory and a transcript of the meeting will be sent to those firms on record that requested the CSP.

#### C. Written Proposals

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of this CSP. To be considered, all proposals must be submitted in writing and respond to the items outlined in this CSP using the requested format. Emphasis should be on completeness and clarity of contents. The proposal must be valid for a minimum of one-hundred-eighty (180) days from the submission due date.

#### D. Submission of Proposals

The Department shall receive sealed proposals from firms who have contacted the Department as instructed and been sent a copy of the CSP, until the date and time indicated as described in this Competitive Sealed Proposal. Proposals must be delivered and addressed as indicated. Facsimile responses to this Request for Proposal are not acceptable. It is the proposer's responsibility to deliver the proposal on time.

#### E. Proposal due Date/Time

Proposals are due January 13, January 20, 2010 3:00 PM (local time). Competitive Sealed Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19901. Proposals must be delivered in sealed envelopes containing the name of the proposer on the outside, and be clearly marked on the outside: "IFTA e-Credentialing Software Proposal". Proposals can be delivered by Hand, or courier.

#### F. Extensions

The Department may extend the time and place for the receipt and opening of proposals, on not less than two (2) calendar days notice, by electronic means to those bidders who obtained copies of this Competitive Sealed Proposal request.

#### G. Submitted Copies

An "original" (so marked) and five copies of each proposal, and one electronic copy on CD must be submitted. An authorized representative of the company submitting a proposal must sign the "original" certification page.

Freedom of Information Act - In order to comply with the State of Delaware's Freedom of Information Act, firms responding to this CSP must prepare one (1) additional copy of their proposal with any proprietary or confidential information redacted. This copy should be clearly marked as "Redacted Copy" and submitted along with the other five copies. This redacted copy should also be included on the electronic CD, again clearly identified as "Redacted Copy". Firms should review Delaware's Freedom of Information Regulations, section 6, Requests for Confidentiality, on the DelDOT Website http://regulations.delaware.gov/AdminCode/title2/2000/2101.shtml#TopOfPage 10002(g) "Public Record" of the and Section Delaware Code. http://delcode.delaware.gov/title29/c100/index.shtml to determine what information may be considered proprietary or confidential and may be redacted from the proposal.

#### H. Cost of Proposals

The proposers shall be responsible for any liability or cost incurred in connection with responding to this request for proposal. All proposers shall fully bear the costs associated with pre-contract activities, including proposal preparation, negotiations, presentations, and/or proposed contracts.

#### I. Proposal Submission, Section 1, BUSINESS

Proposal responses to this sub section are to be bound, tabbed, and collated in the following order. It is not necessary to reference the paragraph numbers for this section, only the underlined headings.

#### If offering an integrated e-Filing system you must:

- 1. Offer and submit a full proposal and pricing to include only the e-Credentialing solution. Proposals not offering a stand-alone e-Credentialing solution as described in this CSP will not be considered.
- 2. If you would like to use one proposal to describe both solutions, highlight (meaning 'call out', bold print, color background, footnote, or similar method to distinguish any differences) and explain any differences between the *e-Credentialing* solution and the *e-Credentialing with integrated e-Filing* solution. Optionally, you may choose to submit two separate proposals. If differences are not highlighted the Department shall choose the meaning.

#### Cover Letter

Four, one-sided pages maximum -Each proposal shall have a cover letter on the letterhead of the Vendor submitting the proposal. At the top of the first page, list the Primary Representative's Name, Telephone Number and e-mail address. This shall be the main contact representing the proposer. The cover letter shall summarize the Vendor's qualifications and experience, and briefly discuss the system proposed to respond to the requirements of this CSP. Be sure to distinguish between use of currently available software and any necessary writing of software for this project. The cover letter shall be signed by an officer of the submitting company.

#### Vendor Experience

Four, one-sided pages maximum - Submit information demonstrating the vendor's experience in similar services for a state/local government agency. The firm's business history and number of years in operation is to be included.

#### Experience of Key Personnel

Four, one-sided pages maximum, plus resumes - Submit information demonstrating experience of the firm's key personnel who will be active in the project, highlighting experience in implementing similar services for a state/local government agency. The vendor must demonstrate, to the satisfaction of the Department that the proposed implementation team is capable of satisfactorily performing the work of this project, and said personnel shall remain available for this project through completion. Identify the home office of each key person listed. Provide references and resumes for key Personnel.

#### Company Facilities

One, one-sided page maximum – List Number of offices on a national, state, and local level, and the address and name of the most local office(s). Also, the number of employees at each local office must be included.

#### Capabilities

One, one-sided page maximum - A narrative detailing the method by which the proposer intends to deal with the increased workload this contract would bring.

#### **Financial Statements**

CPA reviewed or certified financial statements from the previous two fiscal years.

#### Assurance

The basis for assurance (Letter of Surety) that your firm can meet the bonding requirements.

#### References

Provide three (3) references from federal or state agencies your firm has had similar major contracts with within the previous seven (7) years. Include a verified contact name and phone number, and a description of the work your firm performed for the agency. The Department may also check other references in addition to those provided and consider responses of all references in the selection process.

#### Stipulations / Exceptions

A listing of any and all stipulations or exceptions taken to any item in this CSP. The Department reserves the right to reject any stipulations and/or exceptions taken.

#### **Contractual Expectations**

List any contractual provisions which the proposer expects the Department to agree. NOTE: The Department shall issue the contract covering this work.

#### **Submission Form**

Complete and attach the Submission Form.

#### Certification

The Certification form must be filled out, signed, attested, notarized, sealed, and attached to the original submission.

#### **Pricing**

All Vendors who wish to perform services on this contract shall specify firm pricing for the project as described below. Pricing must represent submitted milestone totals. All costs to the Department are to be defined, including expected travel and per diem costs. The pricing policy you choose to submit must have a clear structure and be accountable and auditable. It must cover the full spectrum of services required, and cannot include any payments prior to services offered or

material purchased. The first page is to include your company letterhead, reference this CSP document, and list only the following pricing information:

#### **REQUIRED:**

IFTA e-Credentialing	Total Hours	Total Cost Proposed
Project Management	Total Hours	Total Cost Proposed
Maintenance & Support- 5 years	Per Year	Total Cost Proposed
	Total Hours	Total Cost Proposed

#### If Also Proposing E-Credentialing With Integrated E-Filing:

Total Hours	Total Cost Proposed
Total Hours	Total Cost Proposed
Per year	Total Cost Proposed
Total Hours	Total Cost Proposed
	Total Hours Per year

All costs to the Department for full implementation, acceptance, expenses, and five (5) year's maintenance and support are to be included in the above. Any additional costs to the Department regarding this project must be pre-approved by the Department in writing and must be proven to have been unforeseeable at the time of submission.

Provide high level cost estimates for each of the following areas, including each personnel category, their average hourly rate, the number of hours expected, and total anticipated cost, broken out in the following categories:

#### IFTA e-Credentialing Solution:

- Core e-Credentialing application Design, Development, and Implementation.
- Core e-Credentialing payment processing Design, Development, Implementation.
- If licensed, licensing cost for IFTA e-Credentialing "Core" application.
- Modifications / Customization to IFTA e-Credentialing "Core" Modules.
- IFTA e-Credentialing Delaware specific interfaces.
  - RPC Interfaces
  - CVIEW Interfaces
  - OAM/IAM Interface
  - E Payment Interface
  - IRP Interfaces
- IFTA e-Credentialing Application End User Training.
- Data Conversion: Data load to the new IFTA e-Credentialing application.
- System Implementation and post implementation support.
- System Maintenance & Support for each of five (5) years.

IFTA e-Credentialing with integrated Tax e-Filing Solution: (If Proposed)

- Core e-Filing, Design, Development, and Implementation.
- If licensed, licensing cost for IFTA e-Filing "Core" application.
- Modifications / Customization to IFTA e-Filing "Core" Modules.
- IFTA e-Filing specific interfaces.
- IFTA Inc
- IFTA Clearinghouse
- IFTA e-Filing Application End User Training.
- Data Conversion: Data load to the new IFTA e-filing application.
- System Implementation and post implementation support.
- System Maintenance & Support for each of five (5) years.

#### J. Proposal Submission, Section 2, TECHNICAL

Proposal responses to this sub section are to be contained in a 3-ring notebook binder.

If you would like to use one proposal to describe both solutions, highlight (meaning 'call out', bold print, color background, footnote, or similar method to distinguish any differences) and explain any differences between the *e-Credentialing* solution and the *e-Credentialing with integrated e-Filing* solution. Optionally, you may choose to submit two separate proposals. If differences are not highlighted the Department shall choose the meaning.

The front of the binder is to contain the name of the proposing firm, and the title:

IFTA e-Credentialing Software PROPOSAL SUBMISSION SECTION 2, Technical

#### 1. Technical Response

Only one side of each page is to be used, and each page is to be consecutively numbered and contain the name of the proposing firm in the upper right hand corner.

Insert a divider with a tab marked "Project Management". Insert a paper copy of your project plan as described in **APPENDIX A - Project Management Requirements.** Include any comments or clarifications, referencing the section number of the Appendix if applicable, on subsequent pages. For the purposes of this proposed project plan, assume a Notice to Proceed date of May 1, 2010.

Insert a divider with a tab marked "Support and Maintenance". Insert a copy of your standard Support and Maintenance agreement. Review **APPENDIX B** – **Support and Maintenance Requirements**. List any issues, concerns or clarifications referencing the section number of the Appendix if applicable, on subsequent pages.

Insert a divider with a tab marked "System Components". Describe the following:

Specify in detail, through diagrams and narratives, all components of the proposed system's technical architecture model. Include in this section, from end-to-end (and module by module if necessary because of differences or complexity of detail) each piece of hardware, each network connection, each tier (user workstation, firewall, wide area network, Web server, application server, data server, other middleware tiers), and each piece of software required for the architecture model.

Insert a divider with a tab marked "Security". Describe the following:

Proposal must specify in detail the security and methodology to access the web-based system for both internal and external users. Proposal must include any similarities and differences between intranet / state users and Internet / non-employee users. Proposal must include how the system shall protect and secure the data and the business of the Department from external users over the Internet.

Insert a divider with a tab marked "Hardware". Describe the following:

Specify the minimum recommended workstation configuration including CPU, memory requirements, disk space, monitor, operating system, and any additional hardware and software required to run the application proficiently. The Department prefers to have the flexibility to substitute standard hardware platforms, operating systems, application servers, data servers, etc. where feasible. The proposal must indicate where substitutions can be applicable. Also include any proprietary product names, specific vendors, and versions of products.

Insert a divider with a tab marked "IFTA e-Credentialing System Functions". Describe the following:

Describe the major IFTA e-Credentialing System Functions including, but not limited to, the new, renewal, and supplemental license creation, decal issuance, audit functionality, reports, payment and financial reporting processes. Include screen shots of each screen view of your COTS system, your reports, and a functional process flow diagram.

Insert a divider with a tab marked "Reporting Tools". Describe the following:

Describe what reporting tools are included with the system. This description must include level of technical expertise required to utilize the reporting tools. The internal and external user shall be able to view the reports / data online in a secure environment with the option to produce hardcopy. External users shall have access to their information only.

If applicable, Insert a divider with a tab marked "IFTA Tax e-Filing System Functions". Describe the following:

Describe the major IFTA Tax e-filing System Functions including, but not limited to, Quarterly Tax Filing and processing, Amendment processing, Payment processing, Tax Audit functionality, report generating including IFTA Clearinghouse reports, payment and financial processes, and interfacing with IFTA Inc. Include screen shots of each screen view of your COTS system, your reports, and a functional process flow diagram.

#### VII. SELECTION AND AWARD PROCESS

#### A. Committees

The Selection Committee shall be comprised of State employees. The Committee shall review all proposals submitted in response to this CSP. The Committee Membership is confidential.

#### B. Proposal Review

The proposals contain essential information requested in this document that shall be used in the award decision. The information that is required to be submitted in response to this CSP has been determined by the Department to be essential for use by the Committee in the evaluation and award process. Therefore, all instructions contained in this CSP shall be met in order to qualify as a responsive and responsible proposer and participate in the Selection Committee's consideration for award. Proposals that do not meet or comply with instructions of this CSP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Selection Committee. The Selection Committee may, at its discretion, contact submitting firms for clarification of their proposals.

#### C. Proposal Rejection

Failure to follow instructions contained in this document may be cause for rejection of submitted proposals. The Selection Committee shall make any rejection decisions.

#### D. Evaluation Process

The Selection Committee shall determine the firms that meet the minimum requirements pursuant to criteria of the CSP. The Committee may, at its discretion, contact submitting firms for clarification of their proposals. The Committee shall review all proposals and may review in-depth only those proposals found to be most reasonably likely to be selected for award.

The Selection Committee may request presentations, demonstrations, or additional information to be used in the scoring of proposals. The presentation dates are to-be-determined, and will be held in Dover, DE.

The Selection Committee may negotiate with one or more of the proposing firms. The Committee may, at its discretion, terminate negotiations with any or all firms. The Committee may request best and final offers from one or more firms, and proposals may be amended before award for this purpose.

#### E. Selection Criteria

The Selection Committee shall score each proposal that is found to be most reasonably likely to be selected for award and assign up to the maximum number of points as stated in this Section for each Evaluation Item. All assignments of points shall be at the sole discretion of the Selection Committee members.

Scoring and ranking shall take place after any requested negotiations, and after receipt of any Best and Final Offers.

The Department reserves the right to enter into negotiations and/or entertain the option of requesting a Best and Final Offer from proposers in order to reach a final selection. If a Best and Final Offer is requested, proposers shall be given a maximum of one (1) week to develop this response and provide it in writing to the Department.

At this point, the Selection Committee shall review the proposals and make a determination if it is in the best interests of the Department to procure an e-Credentialing solution, or an e-Credentialing with integrated e-Filing solution.

After the above determination, each Selection Committee member shall score each applicable proposal as provided on the Score sheet. The total scores of each applicable proposal from each Selection Committee member shall be ranked from highest to lowest. The rankings of all committee members shall then be averaged. The lowest average ranking shall indicate the most favorable proposal. In the event of a tie, the highest total points will determine the most favorable proposal.

At the conclusion of ranking by the Selection Committee, a preliminary list shall be compiled, in the order of ranking, of the most responsive and responsible proposals. This shall be the Committee's recommendation for award. The Committee shall make a recommendation to the division Director to award one selected vendor, or reject all proposals.

The following criteria shall be used by the Committee to evaluate and rank proposals:

CRITERIA	WEIGHT %
Corporate Background, IFTA Experience.	10
Project Organization: work plan, schedule and Personnel.	19
Degree of Fit and Approach for the Functional Requirements.	25
Degree of Fit and Approach for the IT Requirements.	21
Full Life Cycle Cost.	25
TOTAL	100

The following is provided to offer an understanding of components for each criterion:

#### Corporate Background

This section shall address each vendor's corporate background and experience successfully implementing similar IFTA software solutions for projects of similar scope and complexity. This section shall be scored based on a number of factors including, but not limited to; financial stability; references; number of years experience in IFTA Web based software solutions, and demonstrated knowledge of IFTA rules and regulations.

#### **Project Organization**

This section shall address each vendor's proposed approach, work plan, schedule, and personnel for the project. This section shall be scored based on a number of factors including, but not limited to; the overall approach to the project, the completeness of the Work Plan, the feasibility of the Work Plan, the number and skill sets of personnel to be committed by the vendor; and the project schedule.

#### Degree of Fit and Approach

These sections shall address each vendor's compliance with Functional and IT requirements and the ease and simplicity of operation, as well as the fit for IFTA e-Credentialing and IFTA e-Filing (if proposed). It shall also address all other proposal categories not listed above, with the exception of cost.

#### Full Life Cycle Cost

Points shall be awarded for Full Life Cycle Cost as determined below. Full Life Cycle Cost includes full implementation, software, modification, licenses, expenses, and maintenance and support for five years. If a proposal is not acceptable and not in the best interests of the Department, this category will not be rated and the proposal will not be further considered.

Points are determined using the formula FS = (LF/OF) MP, where:

- FS = Full Life Cycle point score for the Proposer.
- LF = Lowest Full Life Cycle Cost from an acceptable proposal.
- OF = Full Life Cycle Cost provided by the proposer.
- MP = Maximum points available.

#### VIII. AWARD

The Department intends to award the contract to the most responsive and responsible vendor whose proposal is most advantageous to the State. The Department, within 180 days from the due date of the proposals, shall make this award in writing and for the selected vendor. If a successful vendor cannot be chosen, all proposals shall be rejected in this same time period.

#### IX. DEPARTMENT RIGHTS

The Department reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest costs.
- Reject any and all proposals received in response to this CSP.
- Make no award.
- Issue a new proposal request.
- Waive any informalities, irregularities, or inconsistency in proposals received.
- Request modification to proposals from any or all proposers during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.
- Make partial awards.

- Increase or decrease quantities.
- Reject any request that shows any omission, alterations of forms, additions not called for, conditions, or alternate proposals.
- Deny any and all exceptions to the CSP requirements.
- Reject any non-responsive or non-conforming proposals.
- Make any such award as is deemed to be in the best interest of the Department.

#### X. APPEALS

To appeal the selection, the appealing firm must have been an applicant in the process and must first meet all of the requirements of this CSP. A letter of protest must be submitted to the Contract Services Administrator within ten (10) days of the notice of award. The Secretary of Transportation or designee shall make the final determination of the merits of the appeal. In the letter, the applicant must state the reasons for the appeal. Appeals must be based on pertinent issues relating to the selection process. Appeals based on specifications contained in the proposal shall not be accepted. Appeals that meet these conditions shall be reviewed and respectively answered.

#### XI. REQUIRED DOCUMENTS

The following documents are required to be returned with each proposal. (1+5) indicates one original and five copies.

- Proposal Package consisting of Section 1 Business, and Section 2 Technical. (1+5)
- One redacted paper copy.
- One full proposal and one redacted proposal on CD.
- Completed Submission Form (use attached form), submit with original proposal.
- Completed Certification Form (use attached form), submit with original proposal.

end

# **PROPOSAL FORMS**

# **CONTRACT No. 1518**

#### XII. SUBMISSION FORM

#### Department of Transportation Competitive Sealed Proposal 1518

#### IFTA e-Credentialing System, Software, and Implementation

**Attention:** Jim Hoagland, Contract Administration

Delaware Department of Transportation

800 Bay Road Dover, DE 19901

We have read Competitive Sealed Proposal number 1518 and fully understand the intent of the proposal as stated, certify that we have adequate personnel and equipment to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

**Non-Collusion:** Proposals are made without any previous understanding, contract, or with any person, firm, or corporation making a proposal for the same services, or supplies, or equipment, and is without collusion or fraud.

Date:	Submitted By:	
Proposer Firm:		
Address:		
Designated Contact Person:		
E-Mail:	Phone No.:	
Signature of Company Authorized Per	rson:	
Title of Authorized Person:		
Printed Name of Authorized Person: _		
Federal E.I. No.:		
State of DE Business License No.:		
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### XIII. CERTIFICATION

#### **Competitive Sealed Proposal No. 1518**

Contract Number: 1518

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	2.	Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and shall not knowingly be disclosed by the proposer, directly or indirectly, to any other proposer or competitor prior to the opening of proposals.									
		any prop	other perso posal for the	n, partners purpose o	hip, or corp f restricting	oration to competiti	submit or on.	not to subm	nit a		
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							Notary				

#### **XIV. APPENDIX A - Project Management Requirements**

Project Plan shall be developed, tracked, and managed using Project Management Tools.

Project tasks, milestones, critical path, task start and end dates, appropriate resources to accomplish each task, and budget expenditures must be included in the plan. The plan must include development, implementation, and testing, training, and data conversion schedules. It should also describe the deliverables, alternative solutions, adequate time for deliverable review, and approval and the change control process.

The successful vendor shall meet Department's project team during the first four weeks following award of the contract. During these meetings, a "Detailed Project Plan" shall be developed, reviewed, and revised. The Department shall provide project direction and shall maintain final control of decisions relating to the overall design, development, implementation, testing and acceptance of the software.

Manage the development and implementation of work by assuring that all phases of the Project Plan and Schedule approved by the Department are accomplished without significant delays or problems.

Participate in monthly / weekly project status and performance review meetings to ensure measurable progress is being achieved and the Department's standards are followed. The activities of the vendor project team shall be directed, coordinated and communicated to ensure that the project progresses per project work plan and is completed on schedule.

Successful vendor shall provide detailed, written weekly status reports as appropriate at the stage of the project-to-project manager. The status report shall include project status, description of the tasks and goals, work in progress, work accomplishments, date and percentage of work completed, major problems and their resolutions or alternative recommendations, critical issues and their possible solutions, work planned for next week.

The Project Plan shall be managed and accomplished by successful vendor without significant delays or problems. Successful vendor shall ensure that project progresses per project work plan, is completed on schedule and within budgeted expenditure. Delays due to scope changes or any other reason within or outside of their control shall require prior approval from the Department. The successful vendor shall administer work by directing, documenting, communicating, and coordinating work activities of their personnel and all groups related to this project.

Work can be performed off-site or on-site depending on tasks such as project status meetings, problem resolutions, implementation, and training. If project team members are working off-site, they shall be available as needed.

The successful vendor and their personnel shall provide information and reports for audits. If needed they shall attend audit meetings.

Cost estimation document must include: high level task (Function), task description, estimated development / original fixed cost, maintenance cost, training cost, enhancement, and other / miscellaneous cost, and total cost.

Time estimation document must include: task (Function), task description, estimated time for development, testing, training, enhancement, other. It shall also include total estimated time for the individual phases and for the entire project.

The successful firm shall keep Department personnel informed during development, testing, implementation and operation phases of all modifications.

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Successful vendor must provide qualified and accurate technical resources to accomplish this project's tasks accurately and efficiently.

Provide job experience / resume for Project Manager, Key Technical Team Members, and trainers / instructors.

Provide hourly rates for all team members.

Key Technical Team member and Project Manager shall not be removed from the Project without the Department's approval.

Project Manager should have IT project management and system development, implementation experience in managing projects that are similar in scope and successfully implemented. It is preferred that Project Manager has experience in the development of a technical architecture / solution for IFTA Web based software solutions in the Public Sector. Project manger must have supervisory skills and be able to work in cooperative team environment and mentor clients.

Key Technical Team Members should have at least three (3) years of experience in development, deployment / implementation of web applications using advanced web technology, wide area network environment, and relational database. It is preferred that they have experience within last three (3) years in the development of technical solution for IFTA Web based software solutions in the Public Sector. They must be able to work in a cooperative team environment and mentor clients.

The successful vendor shall secure at his own expense, all personnel required to perform the services required under this project.

All of the services required hereunder shall be performed by the successful vendor or under Project Manager's direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

None of the work or services covered by this project shall be subcontracted without the prior written approval of the Department.

end

#### **XV.** APPENDIX B - Support and Maintenance Requirements

Vendor must provide personnel and software necessary to ensure the system is operating within performance levels (cannot negatively affect performance of the network) and response time should be within 4 seconds for a transaction completion.

The vendor shall maintain the software necessary to operate efficiently

Non-severe items identified during "System Acceptance" shall be corrected within 6 months of the final acceptance.

OIT personnel shall notify the successful vendor for periodic hardware, software, database upgrades or changes that could require modifications to the Vendor supplied software. Vendor shall comply with IT standard upgrades and shall perform necessary modifications and adjustments.

The successful vendor shall provide technical bulletins, updated system and user guides as necessary.

The successful vendor shall correct or replace defective software, and or remedy any programming error, which is attributable to the vendor without any additional cost to Department.

As a part of this project Department may require scope, time, and cost estimation from the successful vendor on future software enhancements and support initiatives.

Department shall approve the estimates for the scope of work, agreed upon turn-around times, and estimated cost. Proposed system enhancements must be completed within a time frame agreed upon by the Transportation Services' Administrator, OIT Management, and the successful vendor. The successful vendor shall not keep the Department waiting for enhancements due to low priority on their Priority list.

The vendor must provide technical support for the duration of the project and 180 days after the implementation.

Successful vendor and their Key Team Member(s) shall be on site for implementation of the system or module of the system in Test and Production Environments.

After the system implementation, the successful vendor shall provide helpdesk support or client analyst (programmer) support for the "implemented application, enhancement of the application, and interfaces with other systems."

- The successful vendor shall respond to maintenance and support calls from Department personnel. Support shall include troubleshooting of technical problems and solutions to application functionality. Dedicated and qualified support personnel including IT programmers and system analysts shall be available via phone and provide accurate technical and functional assistance in resolving problems or issues.
- Department OIT personnel shall perform preliminary troubleshooting before calling the successful vendor's helpdesk or IT direct contact. Department OIT personnel shall ensure that the PC, Server, hardware or network connection, user password are not the cause of the problem.
- The responding time shall change according to the severity / priority of the problem.
  - Priority Immediate Level 1: Immediate Level 1 is defined as urgent situations, when entire application, or part, portion or module of the application is down, and the Department is unable to use the application and unable to perform work during Transportation Services' business hours. The successful vendor's technical support personnel must accept OIT personnel's call for the assistance, if vendor's IT

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personnel is not immediately available, vendor IT personnel must respond immediately (within 30 minutes) after initial contact has been made and start working on the troubleshooting and resolution immediately. The vendor shall resolve Level 1 problems within four hours unless the vendor has notified Department the reason for the resolution delay and Department has approved delay in resolution.

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- Priority High or Level 2: High Level 2 is defined as critical situations, when part, portion or module of the application has some problem that causes Department not to perform routine work during Transportation Services' business hours; workaround resolution to the problem is available and OIT has called for assistance, vendor IT personnel must respond within one hour after initial contact has been made and start working on the troubleshooting and resolution on same day. The vendor shall resolve Level 2 problems within seven hours unless the vendor has notified Department the reason for the resolution delay and Department has approved delay in resolution.
- Priority Medium: Level 3A and Level 3B:

Medium - Level 3A is defined as minor problem situations, that exists with the application but majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used command gives incorrect response.) and OIT has called for assistance, vendor IT personnel must respond within one day after initial contact has been made and start working on the troubleshooting and resolution within three days. The vendor shall resolve Level 3A problems within three days unless the vendor has notified Department the reason for the resolution delay and Department has approved delay in resolution.

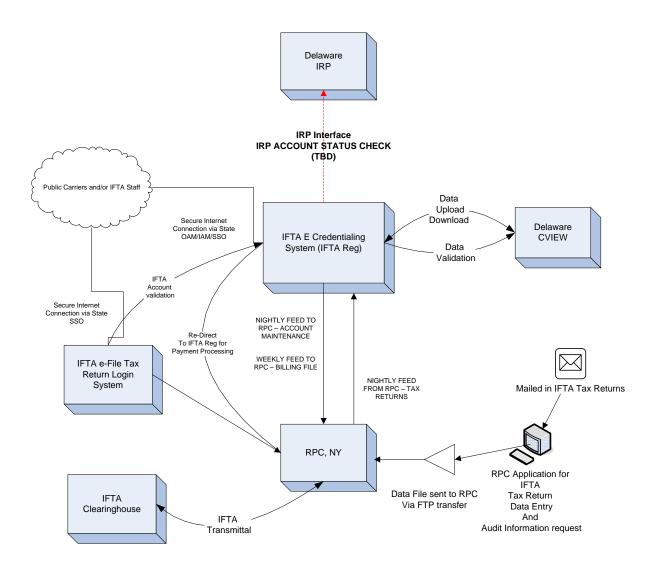
Medium - Level 3B is defined as "Ongoing maintenance" such as applying jurisdictions fee rate changes or predefined tasks shall be coordinated with Department personnel. Department personnel shall be informed during the development, schedule, testing, implementation and acceptance. The successful vendor is responsible to keep the Department in compliance with IFTA rules, regulations, and policies Priority – Low: Level 4 and "General Assistance" is defined as very minor problem situations, that exists with the application but does not affect any function (for example, a text message has incorrect spelling or not meaning full wording) and OIT has called for assistance, vendor IT personnel must respond with-in three days after initial contact has been made and start working on creating "work request and provide resolution within reasonable time.

- The successful vendor must supply a document indicating service / maintenance performed including type of work performed, problem resolution, module or/ and program modification upon each occurrence of maintenance.
- The successful vendor should also provide service requests for scheduled and unscheduled work that needs to be done to keep application in compliance or resolve outstanding low / medium priority work.

end

# XVI. APPENDIX C – System Interface Diagram

#### IFTA e-Credentialing System External Interface Requirements



Arrow in Dotted Line indicates POSSIBLE interface. Final decisions have not yet been made.